

Harris-Lake Park CSD

Harris-Lake Park EA

7/1/2006 6/30/2007

HARRIS-LAKE PARK MASTER CONTRACT

2006-2007

I. PREAMBLE

The Board of Education of the Harris-Lake Park Community School District, hereinafter referred to as the Board, and the Harris-Lake Park Education Association, hereinafter referred to as the Association, agree as follows:

II. GRIEVANCE PROCEDURE

A. A grievance shall mean only a complaint that there has been an alleged violation of any of the specific provisions of this agreement not specifically excepted from the grievance procedure.

B. 1. Every employee or group of employees, or the Association, covered by this agreement shall have the right to present grievances in accordance with these procedures.

2. The failure of employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended or shortened by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and the related work activities of the grieving employee or of the teaching staff.

C.1. An attempt shall be made to resolve any grievance in an informal, verbal discussion between complainant and his or her principal.

2. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within 14 days from the date of occurrence of the event giving rise to the grievance or when it should have reasonably been discovered. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within 14 days after receipt of the grievance.

3. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file within 7 days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within 14 days after such a written grievance is filed, the aggrieved and the Superintendent, or his or her designee, shall file an answer within 14 days of the third step grievance meeting and communicate it in writing to the employee and the principal.

4. If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of binding arbitration. The Association may submit in writing a request on behalf of the Association and the grieving employee to the Superintendent within 30 days from receipt of the third step answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within 7 days after said notice is given. If the two parties fail to reach agreement on an arbitrator within 7 days, the Federal Mediation and Conciliation Service, Washington, D. C., will be requested to provide a panel of five arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The right of the first strike shall be determined by lot. The remaining name shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties.

Expenses for the arbitrator's services shall be born equally by the School District and the Association.

The arbitrator, in his or her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues present to him or her in writing by the School District and the Association and his or her decision must be based solely and only upon his or her interpretation of the meaning or application of the express relevant language of the agreement.

### **III. LEAVES OF ABSENCE**

#### **A. Leaves of Absences:**

All employees shall be allowed 3 days in any one fiscal year for personal leave. A written request must be made at least 2 days in advance of the intended absence. If the personal day falls the day before or after a holiday, the District has the option of approving or declining the request. All personal leave requests must be made before the last five student contact days of the year.

#### **B. Death in Immediate Family:**

Emergency leave of up to 7 days will be granted with pay for each death in the immediate family. Immediate family includes only: father, mother, brother, sister, child, spouse, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchild.

#### **C. Jury Duty:**

An employee subpoenaed to appear for jury duty and/or to testify in a judicial case shall be provided such time. Any fees or remuneration the employee received, except mileage and meals, during such leave shall be turned over to the Harris-Lake Park Community School System.

D. Professional Days:

Principals may grant employees professional leave, if in his or her sole opinion, the students and/or the school system would benefit. Advance approval must be obtained from the principal.

E. Association Leave:

The district will grant 2 days of paid leave for any one teacher for association work. The teacher must notify the principal one week prior to the intended absence.

F. Absence Without Pay:

The Superintendent of Schools may authorize other leave days without pay, when at his or her discretion; it is necessary and will not adversely affect the educational process. Absence without pay is a non-grievable item. Deduction for such absence shall be at the per diem rate of the contract.

G. Sick Leave:

Employees will be allowed sick leave for illness or temporary disabilities, including pregnancy, or for appointments with medical specialists as follows:

a. Twenty (20) days sick leave for the first year to any employee new in the system. The schedule for sick leave each consecutive year for all teaching personnel until the maximum of one hundred ten (110) days is reached will be as follows:

- |             |         |                             |         |
|-------------|---------|-----------------------------|---------|
| 1. 1st Year | 20 Days | 4. 4th Year                 | 13 Days |
| 2. 2nd Year | 11 Days | 5. 5th Year                 | 14 Days |
| 3. 3rd Year | 12 Days | 6. 6th and Subsequent Years | 15 Days |

b. Employees shall be given an accounting of accumulated sick leave no later than September 20th of each school year.

c. An employee shall notify the Superintendent or his designee as soon as possible as the necessity for taking sick leave becomes known to the employee.

d. An employee, while taking sick leave under these provisions, shall keep the Superintendent or his designee informed of the duration of the disability and the expected date of the return to duty. Absences shall be for the time indicated to be necessary by the medical provider.

e. An employee who is unable to work because of personal illness or temporary disability, including pregnancy, and who has exhausted all sick leave available may be granted leave of absence without pay for the duration of such illness or temporary disability through the end of the school year.

#### H. Family Sick Leave:

Employees will be allowed three family sick leave days each year. These days cannot accumulate and will be subtracted from the regular sick leave days. Family sick leave can be used for the following: father, mother, brother, sister, child, spouse, father-in-law, mother-in-law, grandparents, and grandchildren.

An employee shall notify the Superintendent or his designee as soon as possible as the necessity for taking family sick leave becomes known to the employee.

An employee, while taking family sick leave under these provisions, shall keep the Superintendent or his designee informed of the duration of the disability and the expected date of the return to duty.

#### **EMPLOYEES WORK YEAR AND HOURS**

##### A. Work Year:

The in school work year for employees is 188 days. There shall be no regular classes held on Saturdays or Sundays.

##### B. Hours:

Regular hours for employees will be from 8:00 a. m. to 3:50 p. m. Employees may leave after the buses have left on Fridays or on days preceding holidays.

##### C. School Hours:

The school hours can be extended to meet the needs of the administration, community or students. The regular school day is established for the best completion of the educational process. Personal business or any outside interests are not to be conducted during school hours.

##### D. Calendar:

The Association and the Administration shall attempt to work up a mutually satisfactory calendar for the next school year. The Board shall have final authority on the school calendar.

##### E. Substituting:

In the event a substitute teacher cannot be acquired, the staff member who is assigned to teach students during the employee's preparation period, will be compensated at the rate of \$11.42 per period.

#### **V. REDUCTION OF STAFF**

When in the judgment of the Board of Education, one or more employees are to be laid-off because of, but not limited to, a change in the size or nature of the student population, a reduction in programs, budgetary limitations, the procedures shall be as follows:

A. The Board shall consider skill, competence, qualifications, and ability when determining what employees shall be subject to reduction.

B. If a choice must be made among two or more employees of equal qualifications, skill, competence, and ability, the renewal shall be given to the teacher with the greater full-time, continuous length of service.

C. The procedures of staff reduction, but not the substantive decision as to when it shall occur or who is involved, are subject to the grievance procedure of this contract.

D. If there is a vacancy in a negotiation unit position, laid-off employees, who are qualified to perform the work in question, will be recalled in order of the person with the most seniority being recalled first.

#### **VI. HEALTH PROVISION**

All new employees are required to have a physical, or health appraisal, which includes a T.B. test, as a condition of employment. Continuing employees are required to have a physical, or health appraisal, which includes a T.B. test, every 3 years. The Board shall provide the form and will pay up to \$45.00 for the physical if health screening is not available.

#### **VII. EMPLOYEE EVALUATION**

A. All new employees to the system shall be formally evaluated within a reasonable time after the start of the school year.

B. Any written evaluation shall be submitted to the employee for the employee's signature prior to including the evaluation in the permanent records of the employee. The employee shall have a right to have a written response to that evaluation, both of which, the evaluation and response, shall be kept in the permanent file. Signing of a written evaluation does not indicate agreement with the evaluation but merely receipt of it.

C. Within two weeks after the beginning of the employee's term, the building principal, or appropriate administrator, shall explain at a group meeting to the employees the evaluation procedures and who will observe and evaluate. No evaluation shall take place until such orientation has been completed.

D. Only new teachers to the system will be notified of the first formal evaluation.

E. Continuing employees shall be formally evaluated at least once every year or more frequently as the administration desires.

F. Nothing herein contained shall limit the type or number of formal evaluations or informal evaluations and observations.

G. If the summative evaluation is below district standards, the evaluator shall set forth in writing steps that shall be taken to improve the performance to meet the district standards.

## **VIII. TRANSFER PROCEDURES**

A. Any teacher may apply for voluntary transfer. Such application shall be in writing to the Superintendent. A denial of a transfer to a vacancy existing at the time of such request shall be in writing. If two or more employees apply for a transfer, the transfer shall be given to the teacher with the greater full-time, continuous length of service.

B. In the event that the Superintendent determines that involuntary transfers are necessary, the Superintendent shall give written notice to the affected employees as soon as practicable. There will be a meeting between the employee involved and the Superintendent, at which time the employee shall be advised of the reasons for the transfer. If qualified volunteers are available, they shall first be considered in the event of necessity for involuntary transfers. The matter of transfer or reassignment, whether voluntary or involuntary, shall not be subject to the grievance procedure beyond the Third step of the grievance procedure of this contract

## **IX. WAGES AND SALARIES**

A. 2006-2007 Salary Schedule:

The wages and salaries reflected in the salary schedule shall be part of the master contract for the 2006-2007 school year. The attached schedule is for the 2006-2007 school year

B. Status of Salary Schedule:

The salary schedule is a part of the teacher's individual continuing contract, but the Board reserves the right to withhold increments and advancements as the Board shall determine. Due process procedures will be followed for any individual whose increments are being withheld.

C. Schedule Provisions:

I. No teacher will jump more than one (1) year vertically, regardless of change in degree status.

2. The Superintendent must be informed by January 5th, if a staff member anticipates moving horizontally on the salary schedule in the next school year.

D. Placement on Salary Schedule:

1. An M. A., in order to be considered for application on salary schedule, must be germane to the teaching and/or supplemental assignment.

2. Up to 8 years may be brought into the system at full increments if accumulated within the last 10 years.

E. Professional Growth:

Teachers are required to be in compliance with the State of Iowa Certification Requirements.

F. Professional Responsibilities:

There are responsibilities of staff which are part of the job and do not require additional compensation. They are, but not limited to, room duty, recess duty, bus duty, class school parties, school social affairs, educational activities and club sponsorship. Staff will not be assigned more than 4 events to work without compensation. The school can assign beyond the four events but will compensate at a rate of \$10.00 per event.

G. Teachers shall have the option of receiving their July and August paychecks in their June paycheck. Notice shall be delivered to the office by May 1st.

**X. SUPPLEMENTAL PAY**

A. The Board shall have sole discretion in matters concerning assignment of extra-curricular activities. The rate of pay for extra-curricular activities shall be according to the supplemental schedule.

B. If an employee desires to be released from supplemental duties, the employee shall notify the Superintendent. In the event that a replacement suitable to the Superintendent and the Board of Education is obtained, then the employee may be released from the supplemental duties. The determination as to whether the replacement is suitable shall rest with the Superintendent, and the Board of Education, and shall be non-grievable under this contract.

C. Employees who may be requested to use their own automobiles will be reimbursed at the maximum State of Iowa allowable rate. Reimbursement will be made if teacher has to travel between teaching assignments.

D. The school vehicles will be available for many meetings, but if they are not, the mileage will be paid at the maximum State of Iowa mileage rate both ways.

E. The school will pay \$15.00 a trip for staff who chaperone a spectator bus to varsity football, basketball, or wrestling contest.

F. The supplemental pay shall be a percentage of the base.

**XI. INSURANCE PAY**

A. The Board of Education shall contribute up to \$3785 in 2006-2007 toward the payment of each full-time employee's hospital, surgical and major medical insurance coverage. Part-time teachers shall have their teaching percentage apply to the percentage of insurance payment made by the Board. If the employee elects to participate in the family coverage plan the additional cost beyond the \$3785.00 will be deducted from the salary of the employee. Teachers may elect to not participate in the group insurance plan. Monetary compensation will not be provided in lieu of insurance coverage.

B. The Board shall have the sole discretion to determine the carrier and the coverage of insurance.

C. The Harris-Lake Park Education Association agrees to Pre-Authorization for Health Insurance.

#### **XII. DUES**

A. Any employee may sign and deliver a dues deduction form, furnished to the Association, to the Board Secretary by September 1, if they wish to participate in dues deduction. The Board Secretary will deduct the dues in 12 equal installments, and will transmit the money to the Association within 2 weeks of its receipt.

B. "Dues" as used above does not involve initiation fees, special assessments, back dues or fines.

C. The Association agrees to indemnify and hold harmless, the School District from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Association

#### **XIII. LESS THAN FULL-TIME STAFF**

A. Less than full-time staff need only to work the percentage of a day that they are paid for during in-service and workshop days.

#### **XIV. COMPLIANCE AND DURATION**

A. The individual contract between the Board and employee shall be consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

B. Separately, should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then the article, section, or clause shall be deleted from this agreement, to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

C. Printing Agreement: Copies of this agreement shall be printed by the Board. Each employee shall receive a copy with their contract.

D. Notices: whenever any notice is required to be given to either of the parties, it shall be sent to:

1. If by the Association to: President, Board of Education, Harris-Lake Park Community Schools, Lake Park, Iowa 51347.

2. If by the Board to: President, Harris-Lake Park Education Association, Harris-Lake Park Continuity Schools, Lake Park, Iowa 51347.

E. Duration: All of the contract shall be in effect as of July 1, 2006, and shall continue in effect until June 30, 2007. All non-monetary clauses of the contract shall be in effect as of July 1, 2006, and shall continue in effect until June 30, 2007. It is agreed by the association that the 2006-2007 monetary clauses of the contract shall be 4.72 percent.

XV. OTHER PROVISIONS:

1. Generator base salary for 2006-2007 will be \$22,270.00 plus Phase II funds added on top of \$22,270.00 with provision that any reduction in Phase II receipts from anticipated receipts of \$26,986.00 would be automatically reduced dollar for dollar.

Each year the negotiation procedure will be to reduce the base by the Phase II money -- negotiate the settlement or have the fact finder and arbitrator and then add the Phase II money on top.

PHASE I

Phase I funds will be paid as follows:

(1) The Phase I funds shall be added to Phase II.

PHASE II

If the amended finance formula that replaces the current school finance formula produces an amount less than the total of:

(1) the Phase II estimated dollars - \$26,986.00.

(2) the formula funds from the previous year.

(3) the minimum state growth for the year at issue, applied to the previous year.

Then the total base salary shall automatically be reduced on a dollar for dollar basis to reflect the dollars not received.

PHASE III

A plan will be developed for each year these funds are available. The following provisions will be taken into account:

A. Performance Pay Committee consisting of 2 administrators, 4 teachers from a list of eight, and 2 at large members will develop the performance pay section of the plan.

B. Supplemental Pay Committee consisting of 2 administrators, 4 teachers from a list of eight, and 2 at large members will develop the supplemental pay section of the plan.

C. The total plan will need to have the approval of the Association and the Board.

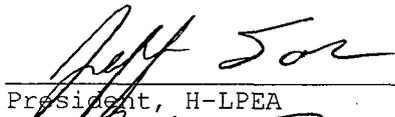
D. Rate of pay is \$15.00 per hour for Phase III except in-service at \$100.00 per day.

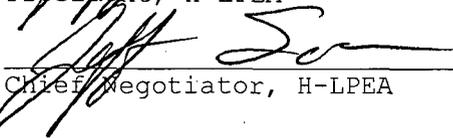
F. All other committees delete reference to non-association members.

SIGNATURE CLAUSE:

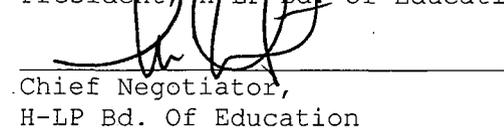
We have agreed on this contract.

Dated: May 3<sup>rd</sup>, 2006

  
\_\_\_\_\_  
President, H-LPEA

  
\_\_\_\_\_  
Chief Negotiator, H-LPEA

  
\_\_\_\_\_  
President, H-LP Bd. Of Education

  
\_\_\_\_\_  
Chief Negotiator,  
H-LP Bd. Of Education



SALARY SCHEDULE FOR 2006-07

Co-Curricular Schedule	Years of Experience				
	1	2	3	4	5
	Head FB	\$2,449.70	\$2,561.05	\$2,672.40	\$2,783.75
Head Boys BB	\$2,449.70	\$2,561.05	\$2,672.40	\$2,783.75	\$2,895.10
Head Girls BB	\$2,449.70	\$2,561.05	\$2,672.40	\$2,783.75	\$2,895.10
Head Wrest	\$2,449.70	\$2,561.05	\$2,672.40	\$2,783.75	\$2,895.10
Baseball	\$2,449.70	\$2,561.05	\$2,672.40	\$2,783.75	\$2,895.10
Softball	\$2,449.70	\$2,561.05	\$2,672.40	\$2,783.75	\$2,895.10
Asst. FB	\$1,781.60	\$1,892.95	\$2,004.30	\$2,115.65	\$2,227.00
Asst. Boys BB	\$1,781.60	\$1,892.95	\$2,004.30	\$2,115.65	\$2,227.00
Asst. Girls BB	\$1,781.60	\$1,892.95	\$2,004.30	\$2,115.65	\$2,227.00
Asst. Wrest	\$1,781.60	\$1,892.95	\$2,004.30	\$2,115.65	\$2,227.00
Head VB	\$2,227.00	\$2,338.35	\$2,449.70	\$2,561.05	\$2,672.40
Asst. VB	\$1,558.90	\$1,670.25	\$1,781.60		
Golf	\$1,336.20	\$1,447.55	\$1,558.90		
HS Track	\$1,336.20	\$1,447.55	\$1,558.90		
JH FB	\$779.45	\$890.80	\$1,002.15	\$1,113.50	
JH Boys BB	\$779.45	\$890.80	\$1,002.15	\$1,113.50	
JH Wrest	\$779.45	\$890.80	\$1,002.15	\$1,113.50	
JH Boys Track	\$779.45	\$890.80	\$1,002.15	\$1,113.50	
JH VB	\$779.45	\$890.80	\$1,002.15	\$1,113.50	
JH Girls BB	\$779.45	\$890.80	\$1,002.15	\$1,113.50	
JH Girls Track	\$779.45	\$890.80	\$1,002.15	\$1,113.50	
Vocal	\$2,227.00	\$2,338.35	\$2,449.70		
Band	\$2,227.00	\$2,338.35	\$2,449.70		
Cheerleading	\$1,781.60	\$1,892.95	\$2,004.30		
Jr. Class/Conc	\$890.80	\$1,002.15	\$1,113.50		
Student Coun.	\$890.80	\$1,002.15	\$1,113.50		
Speech	\$1,781.60	\$1,892.95	\$2,004.30		
Asst. Music	\$668.10	\$779.45	\$890.80		